City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2007

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF 12 COOPERATIVE AGREEMENTS WITH THE BUREAU OF LAND MANAGEMENT (BLM) FOR SOUTHERN NEVADA PUBLIC LAND MANAGEMENT ACT (SNPLMA) ROUND 6 PROJECT FUNDING AND

AUTHORIZATION FOR STAFF TO EXECUTE AGREEMENTS

- 1. Agreement No. FAA060141 Sandhill-Owens Park Acquisition
- 2. Agreement No. FAA060144 Las Vegas Wash Trail, Phase II
- 3. Agreement No. FAA060145 Lone Mountain Trail, Phase II
- 4. Agreement No. FAA060147 Freedom Park Renovation
- 5. Agreement No. FAA060148 Lorenzi Park Renovation with Trailhead Addition
- 6. Agreement No. FAA060149 Sandhill-Owens Park & Trailhead Private Land
- 7. Agreement No. FAA060151 Las Vegas Wash Trail Pedestrian Safety Crossing Bridges
- 8. Agreement No. FAA060152 Sandhill-Owens Park & Trailhead City Owned Land
- 9. Agreement No. FAA060153 Jaycee Park Renovation
- 10. Agreement No. FAA060154 Lone Mnt. Trail Pedestrian Safety Crossing Bridges
- 11. Agreement No. FAA060169 1-215 Beltway Trail Segments
- 12. Agreement No. FAA060178 Cultural Corridors Trail Pedestrian Crossing Bridge

Form 1511-1

(April 2006)

Thomas R. Green Date

United States Department of the Interior Bureau of Land Management

	PAGE I OF 13 PAGES					
	I. AGREEMENT NO.					
	FAA060141					
i	Priority #6-8; Project # LV19					
	2. AMENDMENT NO.					
	N/A					
	3.TYPE OF AGREEMENT (Check one)					
	☐ GRANT					

FINANCIAL ASSISTANCE AGREEMENT 2. AMENDMENT NO. N/A				O.			
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NOTE: By signing this document, the recipient accepts this the enclosed terms, conditions, and documents attached here		s to perform in accordance with all				VILIVI (Check one)	
the enclosed terms, conditions, and documents attached here	ao.	COOPERATIVE AGREEMENT					F AGREEMENT
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4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER		ESENTA		PHONE	O. OF RE	JIPIENT 5	AUTHORIZED
Alice Wilson, Grants and Agreements Specialist			, Assistant Cit	v Enginee			
Bureau of Land Management - Las Vegas Field Office			, Assisiani Cii Public Works	y Enginee	ı		
4701 North Torrey Pines Drive		4th Stre					
Las Vegas, NV 89130-2301		gas, NV					
Phone: 702-515-5124 Fax: 702-515-5150		702-22		East 702	388-1807		
Alice_wilson@blm.gov	1 Hone.	102-22.	7-2170	1 ax. 702	200-1001		
6. NAME, ADDRESS & PHONE NO. OF BLM"S	7 NAI	MR ADI	DRESS & PH	ONE NO	OF DECID	סם פיידותם	OIECT
PROGRAM OFFICER			UNCIPAL IN			ICNI STR	OJECI
Jeremy Brooks, SNPLMA Project Specialist			, Project Engi		ron		
Libby White, Assistance Representative			Public Works	icci			
Bureau of Land Management - Las Vegas Field Office		Fourth S					
4701 North Torrey Pines Drive		gas, NV					
Las Vegas, NV 89130-2301		702-229		Fax: 702-	382-8551		
Phone: 702-515-5136 Fax: 702-515-5010			snevada.gov	, , , ,			
Jeremy_Brooks@blm.gov Libby_white@blm.gov	1 00.00	, 					
8. PROGRAM STATUTORY AUTHORITY	9. ACT	ION/OF	LIGATION I	DATE			
SNPLMA, as Amended P.L. 105-263			s in Block 26				
10. PROJECT STARTING DATE			ENDING DA	È			
Same date as in Block 26			rom Block No				
12. TYPE OF RECIPIENT (Check one)			INFORMATI				
12. THE OF RECH IEAT (CARON ONLY	12.70	1101110				THIRD	1
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INDIVIDUAL INDIVIDUAL	Obliga	itions	\$0.00		\$0.00	\$0.00	\$0.00
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DISTRICT ORGANIZATION	ĺ	•	•	,	•		
15. ACCOUNTING AND APPROPRIATION DATA	\						
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19. PROJECT TITLE			****				
Sandhill-Owens Park Acquisition - (Priority # 6-8,	Project #LV19)						
20. BRIEF SUMMARY OF THE PURPOSE AND O	BJECTIVES OF TH	IIS ACT	TON:				
Funding to implement the above-named project, in the	e amount of \$1.650.	00.00 w	as approved b	v the Seci	etary of the	Interior on	February 7.
2006. In addition, on November 29, 2006, the SNPLI							
the Special Account Reserve; this allocation provided							1411000 041 01
This project will provide for the acquisition of approximately 4.91 acres of land for development of a neighborhood park and trailhead facility.							
This site is adjacent to a 4.06 acre parcel owned by the City and being proposed for Round 6 funding for the development of a park and							
trailhead. Combined, these two sites will create an 8.5							
and increasing need for parks, yet development of nev							
PAGES FOR AGREEMENT TERMS & CONDITIONS.							
21.NAME & TITLE OF RECIPIENT'S AUTHORIZE	D	24. NA	ME & TITLI	OF BLM	GRANTS	MANAGE	MENT
REPRESENTATIVE		OFFICER					
Cheri Edelman, Assistant City Engineer		Alice Wilson, Grants and Agreements Specialist					
22.RECEPIENT	23. DATE					26. DATE	
	SIGNED					l l	SIGNED
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(Signature of BLM's Grants Management Officer)

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Sandhill-Owens Park Acquisition. This project will provide for the acquisition of approximately 4.91 acres of land for development of a neighborhood park and trailhead facility. This site is adjacent to a 4.06 acre parcel owned by the City and being proposed for Round 6 funding for the development of a park and trailhead. Combined, these two sites will create an 8.97 acre park and trailhead. The parcel is located in an area with changing demographics and increasing need for parks, yet development of new parks has not kept pace due to a scarcity of land and funding.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Sandhill-Owens Park Acquisition.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

A. The recipient agrees to:

- 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
- 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Sandhill-Owens Park Acquisition, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grants Management Officer.				
Name	Alice Wilson			
Title	Agreements Specialist			
Entity	BLM Nevada State Office			
Address	4701 N. Torrey Pines Drive			
City State Zip	Las Vegas, NV 89130			
Phone	702-515-5124			
Fax	702-515-5150			
Email	Alice_Wilson@nv.blm.gov			

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of
	Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1 (April 2006)

United States Department of the Interior Bureau of Land Management

	PAGE 1 OF 12 PAGES					
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	2. AMENDMENT NO.					
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I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Las Vegas Wash Trail, Phase II. This project will develop the 2.6-mile Las Vegas Wash Trail was approved as Round 3 project #LV05 and is a major link in the emerging regional trails system. The trail will serve as the Valley-wide connector to the Las Vegas Wetlands Park and the Lake Mead National Recreational Area. Issues arising during the design process have necessitated improvements not originally considered. This request will provide additional funding for those improvements and allow the trail to achieve its desired level of functionality.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Las Vegas Wash Trail, Phase II.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

- A. The recipient agrees to:
 - 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
 - 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Las Vegas Wash Trail, Phase II, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grants Wanagement Officer.				
Name	Alice Wilson			
Title	Agreements Specialist			
Entity	BLM Nevada State Office			
Address	4701 N. Torrey Pines Drive			
City State Zip	Las Vegas, NV 89130			
Phone	702-515-5124			
Fax	702-515-5150			
Email	Alice Wilson@nv.blm.gov			

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks		
Title	PTNA Project Specialist		
Entity	BLM SNPLMA Division		
Address	4701 N. Torrey Pines Drive		
City State Zip	Las Vegas, NV 89130		
Phone	702-515-5136		
Fax	702-515-5010		
Email	Jeremy_brooks@nv.blm.gov		

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza	
Title	Financial Analyst	
Entity	City of Las Vegas Department of	
	Finance and Budget	
Address	731 S. Fourth Street	
City State Zip	Las Vegas, NV 89101	
Phone	702-229-6818	
Fax	702-382-8551	
Email	pbranganza@lasvegasnevada.gov	

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1 (April 2006)

United States Department of the Interior Bureau of Land Management FINANCIAL ASSISTANCE AGREEMENT

1	PAGE I OF 12 PAGES
	1. AGREEMENT NO.
	FAA060145
	Priority #6-12; Project # LV21
ı	2. AMENDMENT NO.
	N/A
	3.TYPE OF AGREEMENT (Check one)
	GRANT
	COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this at the enclosed terms, conditions, and documents attached hereto	greement and agrees to	o perform in accordance	e with all	GR	ANT	ENT (Check one) AGREEMENT
4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER		E, ADDRESS AND SENTATIVE		O. OF REC		
Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office		delman, Assistant Cit nent of Public Works		•		
4701 North Torrey Pines Drive		Ith Street				
Las Vegas, NV 89130-2301		Las Vegas, NV 89101				
Phone: 702-515-5124 Fax: 702-515-5150	Phone: 7	Phone: 702-229-2176 Fax: 702 388-1807				
Alice_wilson@blm.gov 6. NAME, ADDRESS & PHONE NO. OF BLM"S	7. NAM	E, ADDRESS & PH	ONE NO.	OF RECIPI	ENT'S PRO	DJECT
PROGRAM OFFICER	DIRECT	DIRECTOR/PRINCIPAL INVESTIGATOR				
Jeremy Brooks, SNPLMA Project Specialist		L. Diso, Project Engi				
Libby White, Assistance Representative		Department of Public Works				
Bureau of Land Management - Las Vegas Field Office		731 S. Fourth Street Las Vegas, NV 89101				
4701 North Torrey Pines Drive Las Vegas, NV 89130-2301		702-229-2142	Fax: 702-	382-8551		
Phone: 702-515-5136 Fax: 702-515-5010		asvegasnevada.gov				
Jeremy Brooks@blm.gov Libby_white@blm.gov						
8. PROGRAM STATUTORY AUTHORITY		ON/OBLIGATION				
SNPLMA, as Amended P.L. 105-263		date as in Block 26				
10. PROJECT STARTING DATE		DIECT ENDING DAY Years from Block N				
Same date as in Block 26 12. TYPE OF RECIPIENT (Check one)		DING INFORMAT				-
STATE STATE STATE CONTROLLED		BLM		ECIPIENT	THIRD PARTY	TOTAL
COUNTY OF HIGHER LEARNIN	1 211	\$3,080,00	0.00	\$0.00	\$0.00	\$3,080,000.00
MUNICIPAL ☐ PRIVATE UNIVERSITY TOWNSHIP ☐ INDIAN TRIBE	All Pre	vious \$0.00		\$0.00	\$0.00	\$0.00
INTERSTATE INDIVIDUAL	Obligat Total	\$3,080,00	0.00	\$0.00	\$0.00	\$3,080,000.00
☐ INTERMUNICIPAL ☐ PROFIT ORGANIZATION SPECIAL DISTRICT ☐ OTHER		nons		0%	0%	100%
INDEPENDENT SCHOOL NOT FOR PROFIT	Share F					10070
DISTRICT ORGANIZATION		ipient is not subject t	o Agency I	ayment Re	view.	
15. ACCOUNTING AND APPROPRIATION DATA 2006 NV055 411C 5856IC LV21						
16. DUNS No. 17. CFDA No. AND TITLE			18. PRIN	CIPLE PL	ACE OF PE	RFORMANCE
030381610 15.225 - Recreation Resource	e Management		Clark Cou	inty, Nevad	la .	
19. PROJECT TITLE						
Lone Mountain Trail, Phase II - (Priority # 6-12, Pro	oject #LV21)	HC ACTION.				
20. BRIEF SUMMARY OF THE PURPOSE AND O	BIECHVES OF TH	IIS ACTION:				
Funding to implement the above-named project, in the 2006. This project will provide addittional funding for system. Phase I of this project was originally approve	the 8.7 mile Lone I d in Round 3. Engi	Mountain Trail, which neering issues have a	h is a majo arisen durin	r link in the ng the desin	e emerging re g process tha	egional trails at have
necessitated improvements not originally considered.	This request will pr	ovide for those impr	ovements a	ing anow in	e trait to ach	HEVE RA GESTEG
level of functionalitiy.						
SEE FOLLOWING PAGES FOR AGREEMENT TE		ONS.				
21.NAME & TITLE OF RECIPIENT'S AUTHORIZED		24. NAME & TIT	LE OF BLI	M GRANT	S MANAGE	MENT
REPRESENTATIVE		OFFICER				
Cheri Edelman, Assistant City Engineer		Alice Wilson, Gra			pecialist	
22.RECEPIENT	23. DATE SIGNED	25.UNITED STA	TES OF AN	MERICA		26. DATE SIGNED
ВУ		BY				
(Signature of Recipient's Authorized Representative)		(Signature of BLA	1's Grants	Manageme	nt Officer)	

APPROVED AS TO FORM

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Lone Mountain Trail, Phase II. This project will provide addittional funding for the 8.7 mile Lone Mountain Trail, which is a major link in the emerging regional trails system. Phase I of this project was originally approved in Round 3. Engineering issues have arisen during the desing process that have necessitated improvements not originally considered. This request will provide for those improvements and allow the trail to achieve its desired level of functionality.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Lone Mountain Trail, Phase II.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

- A. The recipient agrees to:
 - 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
 - 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Lone Mountain Trail, Phase II, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grams Manager	Helli Officer.		
Name	Alice Wilson		
Title	Agreements Specialist		
Entity	BLM Nevada State Office		
Address	4701 N. Torrey Pines Drive		
City State Zip	Las Vegas, NV 89130		
Phone	702-515-5124		
Fax	702-515-5150		
Email	Alice_Wilson@nv.blm.gov		

Program Officer:

1 logram Officer.			
Name	Libby White		
Title	Realty Specialist		
Entity	BLM SNPLMA Division		
Address	4701 N. Torrey Pines Drive		
City State Zip	Las Vegas, NV 89130		
Phone	702-515-5141		
Fax	702-515-5010		
Email	Libby_white@nv.blm.gov		

Program Officer:

Jeremy Brooks		
PTNA Project Specialist		
BLM SNPLMA Division		
4701 N. Torrey Pines Drive		
Las Vegas, NV 89130		
702-515-5136		
702-515-5010		
Jeremy_brooks@nv.blm.gov		

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman		
Title	Assistant City Engineer		
Entity	Department of Public Works		
Address	420 N. 4th Street		
City State Zip	Las Vegas, NV 89101		
Phone	702-229-2176		
Fax	702 388-1807		

Project Director/Principal Investigator:

Project Director/Fi	incipal investigator.		
Name	Connie L. Diso		
Title	Project Engineer		
Entity	Department of Public Works		
Address	731 S. Fourth Street		
City State Zip	Las Vegas, NV 89101		
Phone	702-229-2142		
Fax	702-382-8551		
Email	cdiso@lasvegasnevada.gov		

Administrative/Billing Contact:

Name	Patty Braganza		
Title	Financial Analyst		
Entity	City of Las Vegas Department of		
	Finance and Budget		
Address	731 S. Fourth Street		
City State Zip	Las Vegas, NV 89101		
Phone	702-229-6818		
Fax	702-382-8551		
Email	pbranganza@lasvegasnevada.gov		

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1 (April 2006)

United States Department of the Interior Bureau of Land Management

PAGE	1 OF	12	PAGES
1. AGR	EEME	NT N	O.
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Priority	y #6-1	4; Pro	oject # LV22
2. AME	NDMI	NT N	1O.
N/A			
3.TYPE	OF A	GREE	MENT (Check one)
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FINANCIAL ASSISTANCE AGREEMENT					2. AMENDMENT NO.			
					N/A	TE ACREEN	(GNT (Chack one)	
NOTE: By signing this document, the recipient accepts this a	greement and agrees t	to perform	perform in accordance with all 3.TYPE OF AGREEMENT (Check			LENT (Check one)		
the enclosed terms, conditions, and documents attached hereto).	, L			ACDEEMENT			
4. NAME, ADDRESS AND PHONE NO. OF BLM'S		5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED						
GRANTS MANAGEMENT OFFICER	REPRE							
Alice Wilson, Grants and Agreements Specialist			Assistant C		eer			
Bureau of Land Management - Las Vegas Field Office			Public Work:	5				
4701 North Torrey Pines Drive		420 N. 4th Street Las Vegas, NV 89101						
Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150		Phone: 702-229-2176 Fax: 702 388-1807						
Phone: 702-515-5124 Fax: 702-515-5150 Alice wilson@blm.gov	Filone.	102-223	-2170	1'ax. 70	2 300-1007			
6. NAME, ADDRESS & PHONE NO. OF BLM"S	7 NAM	7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT						
PROGRAM OFFICER		DIRECTOR/PRINCIPAL INVESTIGATOR						
Jeremy Brooks, SNPLMA Project Specialist		Connie L. Diso, Project Engineer						
Libby White, Assistance Representative		Department of Public Works						
Bureau of Land Management - Las Vegas Field Office	731 S. I							
4701 North Torrey Pines Drive	Las Veg	gas, NV	89101					
Las Vegas, NV 89130-2301	Phone:	702-229	-2142	Fax: 70	2-382-8551			
Phone: 702-515-5136 Fax: 702-515-5010	cdiso@	lasvegas	nevada.gov					
Jeremy_Brooks@blm.gov Libby_white@blm.gov								
8. PROGRAM STATUTORY AUTHORITY	9. ACT	ION/OE	LIGATION	DATE				
SNPLMA, as Amended P.L. 105-263	1		s in Block 26					
10. PROJECT STARTING DATE			ENDING DA					
Same date as in Block 26			rom Block N					
12. TYPE OF RECIPIENT (Check one)	13. FUN	NDING	INFORMAT	ION				
STATE STATE CONTROLLED	INST.		BLM		RECIPIENT	THIRD PARTY	TOTAL	
COUNTY OF HIGHER LEARNIN MUNICIPAL PRIVATE UNIVERSITY	1 1 2	tion	\$17,600,0	00.00	\$0.00	\$0.00	\$17,600,000.00	
TOWNSHIP INDIAN TRIBE	All Pre		\$0.00		\$0.00	\$0.00	\$0.00	
☐ INTERSTATE ☐ INDIVIDUAL	Obliga	tions	#0.00		30.00	40.00	40.00	
INTERMUNICIPAL PROFIT ORGANIZATION	ON Total Obliga	tions	\$17,600,0	00.00	\$0.00	\$0.00	\$17,600,000.00	
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15. ACCOUNTING AND APPROPRIATION DATA	<u> </u>							
2006 NV055 411C 5856IC LV22								
16. DUNS No. 17. CFDA No. AND TITLE							RFORMANCE	
030381610 15.225 - Recreation Resource Management				Clark C	ounty, Nevad	a		
19. PROJECT TITLE								
Freedom Park Renovation - (Priority # 6-14, Project	#LV22)							
20. BRIEF SUMMARY OF THE PURPOSE AND O	BJECTIVES OF TH	IIS ACT	TION:					
20. Diddi bolinimiki oi indi oid obbini o								
Funding to implement the above-named project, in the	amount of \$17,600	,000.00	was approve	d by the	Secretary of the	he Interior o	n February 7,	
2006. This project will include the renovation of this p	ark which will inch	ude buil	ding a new o	utdoor aq	uatics/swimm	ning area an	d replacing two	
ball fields and three soccer fields. The balance of the	park area will be rec	configur	ed to allow r	ew amen	ities to be cor	istructed, su	ch as a walk/jog	
path, shade structures, dog park, public art feature, acc	ess paths, security l	ighting	and addition	al parking	g. All will be	reconfigure	d, expanded and	
reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and								
topographical forms to reduce water use and lower maintenance cost.								
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SEE FOLLOWING PAGES FOR AGREEMENT TEI			ANG & TIT	E OF D	LM GRANTS	MANAGE	MENT	
21.NAME & TITLE OF RECIPIENT'S AUTHORIZED	,	OFFI		LE OF B	LM GRANTS	MANAGE	INITEIA I	
REPRESENTATIVE			CLIK					
Cheri Edelman, Assistant City Engineer		Alice	Wilson, Gra	ntsand A	greements Sp	ecialist		
22.RECEPIENT	23. DATE		NITED STA				26. DATE	
	SIGNED				SIGNED			
ВУ	•	BY						
(Signature of Recipient's Authorized Representative)		(Signature of BLM's Grants Management Officer)						

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Freedom Park Renovation. This project will include the renovation of this park which will include building a new outdoor aquatics/swimming area and replacing two ball fields and three soccer fields. The balance of the park area will be reconfigured to allow new amenities to be constructed, such as a walk/jog path, shade structures, dog park, public art feature, access paths, security lighting and additional parking. All will be reconfigured, expanded and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance cost.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Freedom Park Renovation.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

- A. The recipient agrees to:
 - 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
 - 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Freedom Park Renovation, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grants Management Officer.				
Name	Alice Wilson			
Title	Agreements Specialist			
Entity	BLM Nevada State Office			
Address	4701 N. Torrey Pines Drive			
City State Zip	Las Vegas, NV 89130			
Phone	702-515-5124			
Fax	702-515-5150			
Email	Alice_Wilson@nv.blm.gov			

Program Officer:

TTOETAM CTHOOT.	
Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov
Phone Fax	702-515-5141 702-515-5010

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

radio i zed representati v i				
Name	Cheri Edleman			
Title	Assistant City Engineer			
Entity	Department of Public Works			
Address	420 N. 4th Street			
City State Zip	Las Vegas, NV 89101			
Phone	702-229-2176			
Fax	702 388-1807			

Project Director/Principal Investigator:

troject Director i interpat in recorganci.				
Name	Connie L. Diso			
Title	Project Engineer			
Entity	Department of Public Works			
Address	731 S. Fourth Street			
City State Zip	Las Vegas, NV 89101			
Phone	702-229-2142			
Fax	702-382-8551			
Email	cdiso@lasvegasnevada.gov			

Administrative/Billing Contact:

C Tantining tractive, 211	
Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of
	Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1 (April 2006)

United States Department of the Interior Bureau of Land Management FINANCIAL ASSISTANCE AGREEMENT

	PAGE 1 OF 12 PAGES
	1. AGREEMENT NO.
	FAA060148
	Priority #6-15; Project # LV23
	2. AMENDMENT NO.
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NOTE: By signing this document, the recipient accepts this	agreement and agre	avices to ochorn in accordance with an - i				TYPE OF AGREEMENT (Check one)	
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,		COOPERATIVE AGREEMEN			E AGREEMENT		
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			Assistant City	. Engineer			
Alice Wilson, Grants and Agreements Specialist				cligineer			
Bureau of Land Management - Las Vegas Field Office			Public Works				
4701 North Torrey Pines Drive		N. 4th Stre					
Las Vegas, NV 89130-2301		Vegas, NV					
Phone: 702-515-5124 Fax: 702-515-5150	Phon	ie: 702-229)-2176]	Fax: 702 38	3-1807		
Alice_wilson@blm.gov							
6. NAME, ADDRESS & PHONE NO. OF BLM"S			RESS & PHC			IENT'S PRO	OJECT
PROGRAM OFFICER			RINCIPAL INV)R		
Jeremy Brooks, SNPLMA Project Specialist	Conr	nie L. Diso	Project Engin	eer			
Libby White, Assistance Representative	Depa	rtment of	Public Works				
Bureau of Land Management - Las Vegas Field Office	731 9	S. Fourth S	treet				
4701 North Torrey Pines Drive	Las V	Vegas, NV	89101				
Las Vegas, NV 89130-2301		e: 702-229		Fax: 702-38	2-8551		
Phone: 702-515-5136 Fax: 702-515-5010	1		nevada.gov				
Jeremy_Brooks@blm.gov Libby_white@blm.gov	1						
8. PROGRAM STATUTORY AUTHORITY	0.40	TION/OD	LIGATION D	ATE			
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reservoir, and installing security lighting. New feature	es that will be cor	isidered are	e a trailhead, w	/alk/jog path	., shade s	tructures, de	og park, public
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SEE FOLLOWING PAGES FOR AGREEMENT TE	RMS & CONDIT	IONS.					
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APPROVED AS TO FORM

Shower R. Stein 4/4/07

Thomas R. Green Date

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Lorenzi Park Renovation with Trailhead Addition. This project will renovate all aspects of the park to include, but not limited to, renovating softball fields including moving/upgrading field lighting, reconfiguring and expanding basketball courts, special events area, playground area and parking lots, refurbishing lake/irrigation reservoir, and installing security lighting. New features that will be considered are a trailhead, walk/jog path, shade structures, dog park, public art feature, access paths, and security lighting.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Lorenzi Park Renovation with Trailhead Addition.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

- A. The recipient agrees to:
 - 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
 - 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Lorenzi Park Renovation with Trailhead Addition, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grants Manager	mont Officer.
Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice Wilson@nv.blm.gov

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks	
Title	PTNA Project Specialist	
Entity	BLM SNPLMA Division	
Address	4701 N. Torrey Pines Drive	
City State Zip	Las Vegas, NV 89130	
Phone	702-515-5136	
Fax	702-515-5010	
Email	Jeremy_brooks@nv.blm.gov	

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Patty Braganza		
Financial Analyst		
City of Las Vegas Department of		
Finance and Budget		
731 S. Fourth Street		
Las Vegas, NV 89101		
702-229-6818		
702-382-8551		
pbranganza@lasvegasnevada.gov		

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1 (April 2006)

United States Department of the Interior Bureau of Land Management

PAGE 1 OF 12 PAGES
1. AGREEMENT NO.
FAA060149
Priority #6-16; Project # LV24
2. AMENDMENT NO.
N/A
3.TYPE OF AGREEMENT (Check one)
GRANT
COOPERATIVE AGREEMENT

FINANCIAL ASSISTAN	CE AGREE	WEN	1		N/A	ADMENT M	J.
NOTE: By signing this document, the recipient accepts this agreement and		to perfor	n in accordan	ce with all	2 TVDE	OF AGREEN	MENT (Check one)
the enclosed terms, conditions, and documents attached hereto.		GRANT			,		
, , , , , , , , , , , , , , , , , , , ,						OPERATIV	E AGREEMENT
4. NAME, ADDRESS AND PHONE NO. OF BLM'S	5. NA	ME, ADI	DRESS ANI	PHONE	NO. OF REC	CIPIENT'S	AUTHORIZED
GRANTS MANAGEMENT OFFICER		ESENTA					
Alice Wilson, Grants and Agreements Specialist			Assistant C	ity Engin	eer		
Bureau of Land Management - Las Vegas Field Office			Public Work				
4701 North Torrey Pines Drive		4th Stre	et				
Las Vegas, NV 89130-2301		gas, NV					
Phone: 702-515-5124 Fax: 702-515-5150	Phone:	702-229	-2176	Fax: 70	2 388-1807		
Alice_wilson@blm.gov							
6. NAME, ADDRESS & PHONE NO. OF BLM"S					O. OF RECIP	IENT"S PR	OJECT
PROGRAM OFFICER	1 -	-	UNCIPAL I		GATOR		
Jeremy Brooks, SNPLMA Project Specialist			Project Eng				
Libby White, Assistance Representative			Public Work	S			
Bureau of Land Management - Las Vegas Field Office		Fourth S					
4701 North Torrey Pines Drive		gas, NV		D 50			
Las Vegas, NV 89130-2301	I	702-229		Fax: 70	2-382-8551		
Phone: 702-515-5136 Fax: 702-515-5010	cdiso@)lasvegas	nevada.gov				
Jeremy_Brooks@blm.gov Libby_white@blm.gov 8. PROGRAM STATUTORY AUTHORITY	0.407	TONION	LIGATION	DATE			
SNPLMA, as Amended P.L. 105-263			in Block 26				
10. PROJECT STARTING DATE			NDING DA			· · · · · · · · · · · · · · · · · · ·	•
Same date as in Block 26			rom Block N				
12. TYPE OF RECIPIENT (Check one)	13. FU	NDING	NFORMAT	TION			
			BLM		RECIPIENT	THIRD	TOTAL
STATE STATE CONTROLLED	INST.		<i>D</i> 1111		iccon icivi	PARTY	TOTAL
COUNTY OF HIGHER LEARNING	1 1 2	ation	\$2,640,00	0.00	\$0.00	\$0.00	\$2,640,000.00
MUNICIPAL PRIVATE UNIVERSIT	All Pro						
TOWNSHIP INDIAN TRIBE	Obliga		\$0.00	:	\$0.00	\$0.00	\$0.00
☐ INTERSTATE ☐ INDIVIDUAL ☐ INTERMUNICIPAL ☐ PROFIT ORGANIZATION	Total		\$2,640,00	0.00	\$0.00	\$0.00	\$2,640,000.00
SPECIAL DISTRICT OTHER	Obliga Obliga	itions				-	
INDEPENDENT SCHOOL NOT FOR PROFIT	Share 1		100%		0%	0%	100%
DISTRICT ORGANIZATION	14. Rec	ipient is	not subject t	o Agency	Payment Re	view.	
15. ACCOUNTING AND APPROPRIATION DATA							
2006 NV055 411C 5856IC LV24				IO DDE	LOIDE D'DE	OF OF DE	DEODNANCE.
16. DUNS No. 17. CFDA No. AND TITLE 030381610 15.225 – Recreation Resource					ounty, Nevad		ERFORMANCE
030381610 15.225 – Recreation Resource	ce Management			Clark C	ounty, Nevau	a	
19. PROJECT TITLE							
Sandhill-Owens Park & Trailhead - Private Land -	(Priority # 6-16, Pr	roiect #L	V24)				
20. BRIEF SUMMARY OF THE PURPOSE AND O							
Funding to implement the above-named project, in the							
2006. This project will provide approximately 4.91 ac							
acquisition in Round 6. The park portion includes ligh							
drinking fountains and shade structures. The trailhead				integrated	l into the park	setting, inf	ormation kiosks
with trail maps, parking and staging areas for cyclists,	runners, and other	trail user	S .				
SEE FOLLOWING PAGES FOR AGREEMENT TE	RMS & CONDITIC	NS.					
21.NAME & TITLE OF RECIPIENT'S AUTHORIZED			ME & TIT	LE OF B	LM GRANTS	MANAGE	MENT
REPRESENTATIVE		OFFIC					
		1					
Cheri Edelman, Assistant City Engineer					greements Sp	ecialist	
22.RECEPIENT	23. DATE	25.UN	ITED STAT	TES OF A	MERICA		26. DATE
DV	SIGNED	עם					SIGNED
BY		BY_	ture of DI 1	Ca Grant	s Managemen	t Officer)	
(Signature of Recipient's Authorized Representative)		(Signe	uure oj DLN	i s Grant.	munugemen	i Officer)	

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Sandhill-Owens Park & Trailhead Private Land. This project will provide approximately 4.91 acres of neighborhood park and trailhead facilities on a parcel of land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Sandhill-Owens Park & Trailhead Private Land.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

- A. The recipient agrees to:
 - 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
 - 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Sandhill-Owens Park & Trailhead Private Land, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grants Management Officer.		
Name	Alice Wilson	
Title	Agreements Specialist	
Entity	BLM Nevada State Office	
Address	4701 N. Torrey Pines Drive	
City State Zip	Las Vegas, NV 89130	
Phone	702-515-5124	
Fax	702-515-5150	
Email	Alice_Wilson@nv.blm.gov	

Program Officer:

Libby White
Realty Specialist
BLM SNPLMA Division
4701 N. Torrey Pines Drive
Las Vegas, NV 89130
702-515-5141
702-515-5010
Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks	
Title	PTNA Project Specialist	
Entity	BLM SNPLMA Division	
Address	4701 N. Torrey Pines Drive	
City State Zip	Las Vegas, NV 89130	
Phone	702-515-5136	
Fax	702-515-5010	
Email	Jeremy_brooks@nv.blm.gov	

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of
	Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1 (April 2006)

United States Department of the Interior Bureau of Land Management

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	PAGE 1 OF 12 PAGES						
	1. AGREEMENT NO.						
	FAA060151						
	Priority #6-18; Project # LV25						
	2. AMENDMENT NO. N/A						
	3.TYPE OF AGREEMENT (Check one)						
	GRANT						
	COOPERATIVE AGREEMENT						

FINANCIAL ASSISTANC		FNT 2. AMENDMENT NO.						
FINANCIAL ASSISTAN	DE AGREEN	N/A						
NOTE: By signing this document, the recipient accepts this a	areament and agrees to	and agrees to perform in accordance with all			3.TYPE	3.TYPE OF AGREEMENT (Check one)		
the enclosed terms, conditions, and documents attached hereto	greement and agrees to	and agrees to perform in accordance with an				ANT		
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4. NAME, ADDRESS AND PHONE NO. OF BLM'S	DEDDE	5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED						
GRANTS MANAGEMENT OFFICER		REPRESENTATIVE Cheri Edelman, Assistant City Engineer						
Alice Wilson, Grants and Agreements Specialist			Public Works		C.			
Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive	1 ,			,				
		420 N. 4th Street Las Vegas, NV 89101						
Las Vegas, NV 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150		Phone: 702-229-2176 Fax: 702 388-1807						
Alice wilson@blm.gov	1 Hone.	Filolic. 702-227-2170 1-2x. 702-300-1007						
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Jeremy Brooks, SNPLMA Project Specialist	.		Project Eng					
Libby White, Assistance Representative			ublic Works					
Bureau of Land Management - Las Vegas Field Office	731 S. F			•				
4701 North Torrey Pines Drive	Las Veg							
Las Vegas, NV 89130-2301	Phone:			Fax: 702	2-382-8551			
Phone: 702-515-5136 Fax: 702-515-5010			nevada.gov					
Jeremy_Brooks@blm.gov Libby_white@blm.gov		шоторшо						
8. PROGRAM STATUTORY AUTHORITY	9 ACTI	ON/OR	LIGATION	DATE				
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10. PROJECT STARTING DATE			NDING DA			-		
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Las Vegas Wash Trail - Pedestrian Safety Crossing 20. BRIEF SUMMARY OF THE PURPOSE AND O	Driuges - (Priority	# 0-10,	Project #L v	23)				
20. BRIEF SUMMARY OF THE PURPOSE AND O	SIECTIVES OF IN	IIS ACI	ION:					
Funding to implement the above-named project, in the	amount of \$3.300 ())))))	iae approved	l hu the Se	cretary of th	e Interior on	February 7	
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the Las Vegas Wash recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Las Vegas Wash Trail to cross Lamb Boulevard and Charleston Boulevard. The Las Vegas Wash Trail is an existing project currently funded through SNPLMA from					NPI MA from			
Round 3.								
SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.								
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21.NAME & TITLE OF RECIPIENT'S AUTHORIZED				LE OF BI	IN OKANI	MANAGE	MIDIAI	
REPRESENTATIVE		OFFIC	LER					
Chari Edelmon Assistant City Engineer		Alice	Wilson Gra	nts and A	greements Sp	ecialist		
Cheri Edelman, Assistant City Engineer	22 DATE		WIISOII, GIA			, coluitor	26. DATE	
22.RECEPIENT	23. DATE SIGNED	29.UN	HIED SIA	LES OF A	TAIDUICA		SIGNED	
DV	SIGILED	BY					5101155	
BY			ature of RI A	1's Grants	Manageme	nt Officer)		
(Signature of Recipient's Authorized Representative)		(n,g,,,	and to UJ DEM	a o orani	. Managemen	5,,,,,,,		

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Las Vegas Wash Trail Pedestrian Safety Crossing Bridges. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Las Vegas Wash recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Las Vegas Wash Trail to cross Lamb Boulevard and Charleston Boulevard. The Las Vegas Wash Trail is an existing project currently funded through SNPLMA from Round 3.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Las Vegas Wash Trail Pedestrian Safety Crossing Bridges.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

A. The recipient agrees to:

- 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
- 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Las Vegas Wash Trail Pedestrian Safety Crossing Bridges, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

J. 411. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.					
Alice Wilson					
Agreements Specialist					
BLM Nevada State Office					
4701 N. Torrey Pines Drive					
Las Vegas, NV 89130					
702-515-5124					
702-515-5150					
Alice_Wilson@nv.blm.gov					

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

riogiani Officer.	
Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

1 toject Birector i interput investigator.						
Connie L. Diso						
Project Engineer						
Department of Public Works						
731 S. Fourth Street						
Las Vegas, NV 89101						
702-229-2142						
702-382-8551						
cdiso@lasvegasnevada.gov						

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of
	Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1 (April 2006)

United S Bur FINANCIAL

states Department of the Interior	FAA060152
	Priority #6-19; Project # L
L ASSISTANCE AGREEMENT	2. AMENDMENT NO. N/A
	27122

PAGE 1 OF 12 PAGES
1. AGREEMENT NO.
FAA060152
Priority #6-19; Project # LV26
2. AMENDMENT NO.
N/A
3.TYPE OF AGREEMENT (Check one)
GRANT
COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement	nd agrees to perform in accordance with all 3. TYPE OF AGREEMENT (Check or			1ENT (Check one)			
the enclosed terms, conditions, and documents attached hereto.	B. • • • • • • • • • • • • • • • • • • •	GRANT					
	COOPERATIVE AGREEMENT					E AGREEMENT	
4. NAME, ADDRESS AND PHONE NO. OF BLM'S	I 5 NAME AD	DRESS ANI	PHONE			AUTHORIZED	
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Alice Wilson, Grants and Agreements Specialist	Cheri Edelman		ity Engin	eer			
Bureau of Land Management - Las Vegas Field Office	Department of	•		CCI			
			19				
4701 North Torrey Pines Drive Las Vegas, NV 89130-2301	420 N. 4th Street Las Vegas, NV 89101						
Phone: 702-515-5124 Fax: 702-515-5150	Phone: 702-229-2176 Fax: 702 388-1807						
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Alice_wilson@blm.gov	7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT						
6. NAME, ADDRESS & PHONE NO. OF BLM"S					IENI"S PK	OJECI	
PROGRAM OFFICER	DIRECTOR/PI			JAIOK			
Jeremy Brooks, SNPLMA Project Specialist	Connie L. Diso						
Libby White, Assistance Representative	Department of		S				
Bureau of Land Management - Las Vegas Field Office	731 S. Fourth S						
4701 North Torrey Pines Drive	Las Vegas, NV		n ===				
Las Vegas, NV 89130-2301	Phone: 702-229			2-382-8551			
Phone: 702-515-5136 Fax: 702-515-5010	cdiso@lasvega	snevada.gov					
Jeremy_Brooks@blm.gov Libby_white@blm.gov							
8. PROGRAM STATUTORY AUTHORITY	9. ACTION/OF						
SNPLMA, as Amended P.L. 105-263	Same date a						
10. PROJECT STARTING DATE	11. PROJECT ENDING DATE						
Same date as in Block 26	Five Years from Block No. 26						
12. TYPE OF RECIPIENT (Check one)	13. FUNDING INFORMATION						
		BLM		RECIPIENT	THIRD	TOTAL	
STATE STATE CONTROLLED INST.					PARTY	IOIAL	
COUNTY OF HIGHER LEARNING	This	\$2,068,00	20.00	\$0.00	\$0.00	\$2,068,000.00	
MUNICIPAL PRIVATE UNIVERSITY	Obligation	\$2,000,00	70.00	40.00	\$0.00	\$2,000,000.00	
TOWNSHIP INDIAN TRIBE	All Previous	\$0.00	,	\$0.00	\$0.00	\$0.00	
☐ INTERSTATE ☐ INDIVIDUAL	Obligations						
☐ INTERMUNICIPAL ☐ PROFIT ORGANIZATION	Total Obligations	\$2,068,00	00.00	\$0.00	\$0.00	\$2,068,000.00	
SPECIAL DISTRICT OTHER	 	100%		0%	0%	100%	
INDEPENDENT SCHOOL NOT FOR PROFIT	Share Ratio					100%	
DISTRICT ORGANIZATION	14. Recipient is not subject to Agency Payment Review.						
15. ACCOUNTING AND APPROPRIATION DATA	•						
2006 NV055 411C 5856IC LV26							
16. DUNS No. 17. CFDA No. AND TITLE	•		18. PRI	NCIPLE PLA	CE OF PE	RFORMANCE	
030381610 15.225 - Recreation Resource Manage	ement		Clark C	ounty, Nevad	а		
19. PROJECT TITLE							
Sandhill-Owens Park & Trailhead - City Owned Land - (Priority # 6-19, Project #LV26)							
20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:							
Funding to implement the above-named project, in the amount of \$2,068,000.00 was approved by the Secretary of the Interior on February 7,							
2006. This project will provide approximately 4.06 acres of neighbors.							
to a parcel of private land nominated for acquisition in Round 6.							
dog park, picnic facilities, play area, drinking fountains and shad							
into the park setting, information kiosks with trail maps, parking						_	

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21.NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE)	24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER				
Cheri Edelman, Assistant City Engineer		Alice Wilson, Grants and Agreements Specialist				
22.RECEPIENT	23. DATE	25.UNITED STATES OF AMERICA	26. DATE			
	SIGNED		SIGNED			
BY		BY				
(Signature of Recipient's Authorized Representative)		(Signature of BLM's Grants Management Officer)				
	·					

APPROVED AS TO	
Thomas &	Fran 4/9/07
Thomas R. Green	Date

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Sandhill-Owens Park & Trailhead City Owned Land. This project will provide approximately 4.06 acres of neighborhood park and trailhead facilities on a parcel owned by the City, adjacent to a parcel of private land nominated for acquisition in Round 6. The park portion includes lighted walking paths, children's play equipment, dog park, picnic facilities, play area, drinking fountains and shade structures. The trailhead includes landscaping and seating areas integrated into the park setting, information kiosks with trail maps, parking and staging areas for cyclists, runners, and other trail users.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Sandhill-Owens Park & Trailhead City Owned Land.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

- A. The recipient agrees to:
 - 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
 - 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Sandhill-Owens Park & Trailhead City Owned Land, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended

within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair

market value" including the source or method for determining the value and make appropriate deductions if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grants Trianagement Gilleri.		
Name	Alice Wilson	
Title	Agreements Specialist	
Entity	BLM Nevada State Office	
Address	4701 N. Torrey Pines Drive	
City State Zip	Las Vegas, NV 89130	
Phone	702-515-5124	
Fax	702-515-5150	
Email	Alice_Wilson@nv.blm.gov	

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby white@nv.blm.gov

Program Officer:

Jeremy Brooks
PTNA Project Specialist
BLM SNPLMA Division
4701 N. Torrey Pines Drive
Las Vegas, NV 89130
702-515-5136
702-515-5010
Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

TABLE TO THE STATE OF THE STATE		
Name	Cheri Edleman	
Title	Assistant City Engineer	
Entity	Department of Public Works	
Address	420 N. 4th Street	
City State Zip	Las Vegas, NV 89101	
Phone	702-229-2176	
Fax	702 388-1807	

Project Director/Principal Investigator:

1 To ject Director/1 Timerpar investigator.		
Name	Connie L. Diso	
Title	Project Engineer	
Entity	Department of Public Works	
Address	731 S. Fourth Street	
City State Zip	Las Vegas, NV 89101	
Phone	702-229-2142	
Fax	702-382-8551	
Email	cdiso@lasvegasnevada.gov	

Administrative/Billing Contact:

Patty Braganza
Financial Analyst
City of Las Vegas Department of
Finance and Budget
731 S. Fourth Street
Las Vegas, NV 89101
702-229-6818
702-382-8551
pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1

(April 2006)

United States Department of the Interior Bureau of Land Management

PAGE 1 OF 13 TAGES
1. AGREEMENT NO.
FAA060153
Priority #6-20; Project # LV27
2. AMENDMENT NO.

FINANCIAL ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all

2. AMENDMENT NO.
N/A
3.TYPE OF AGREEMENT (Check one)
GRANT
COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grants and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5124 Pax: 702-515-5130 Alice wilson@blm.gov 6. NAME, ADDRESS & PHONE NO. OF BLM"S PROGRAM OFFICER Jeremy Brooks, SNPLMA Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NV 89130-2301 Phone: 702-515-5136 Pax: 702-515-5136 Pax: 702-515-5136 Pax: 702-515-5136 Pax: 702-515-5136 Pine: 702-529-2142 Pine: 702-5	the enclosed terms, conditions, and documents attached hereto.					E AGREEMENT
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	Jaycee Park Renovation - (Priority # 6-20, Project #LV27)					

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$10,087,000.00 was approved by the Secretary of the Interior on February 7, 2006. The project includes renovation of Jaycee Park, which will include the removal of one baseball field and reconfiguring of the existing soccer field and softball field to allow both venues to be used simultaneously, relocating and expanding the parking lot and dog park, reconfiguring the walk/jog path, bocce and shuffleboard courts, upgrading playground equipment and decking, and installing drought tolerant landscaping. The special events area will be reconfigured to allow new amenities to be constructed, such as shade structures, public art feature, access paths, and security lighting. All will be reconfigured, expanded, and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21.NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER		
Cheri Edelman, Assistant City Engineer		Alice Wilson, Grants and Agreements Specialist		
22.RECEPIENT	23. DATE	25.UNITED STATES OF AMERICA	26. DATE	
	SIGNED		SIGNED	
BY		BY		

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Jaycee Park Renovation. The project includes renovation of Jaycee Park, which will include the removal of one baseball field and reconfiguring of the existing soccer field and softball field to allow both venues to be used simultaneously, relocating and expanding the parking lot and dog park, reconfiguring the walk/jog path, bocce and shuffleboard courts, upgrading playground equipment and decking, and installing drought tolerant landscaping. The special events area will be reconfigured to allow new amenities to be constructed, such as shade structures, public art feature, access paths, and security lighting. All will be reconfigured, expanded, and reconstructed to provide the highest quality and safety standards available within the industry and allow the use of varied surface materials and topographical forms to reduce water use and lower maintenance costs.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Jaycee Park Renovation.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements

for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

- A. The recipient agrees to:
 - 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.

- 2. Adhere to the policies and procedures identified in the IA.
- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Jaycee Park Renovation, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

- A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be carried forward and expended in subsequent fiscal years during the term of this Agreement.
- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving

over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:

- i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.
- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement

documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grants trianagement Officer.		
Name	Alice Wilson	
Title	Agreements Specialist	
Entity	BLM Nevada State Office	
Address	4701 N. Torrey Pines Drive	
City State Zip	Las Vegas, NV 89130	
Phone	702-515-5124	
Fax	702-515-5150	
Email	Alice_Wilson@nv.blm.gov	

Program Officer:

Libby White
Realty Specialist
BLM SNPLMA Division
4701 N. Torrey Pines Drive
Las Vegas, NV 89130
702-515-5141
702-515-5010
Libby_white@nv.blm.gov

Program Officer:

Jeremy Brooks
PTNA Project Specialist
BLM SNPLMA Division
4701 N. Torrey Pines Drive
Las Vegas, NV 89130
702-515-5136
702-515-5010
Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of
	Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1

(April 2006)

United States Department of the Interior Bureau of Land Management

FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 12 PAGES
1. AGREEMENT NO.
FAA060154
Priority #6-21; Project # LV28
2. AMENDMENT NO.
N/A
3.TYPE OF AGREEMENT (Check one)
GRANT
COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance we the enclosed terms, conditions, and documents attached hereto.					☐ GRANT ☐ COOPERATIVE AGREEMENT			
4. NAME, ADDRESS A GRANTS MANAGEMI Alice Wilson, Grants an Bureau of Land Manage 4701 North Torrey Pine: Las Vegas, NV 89130-2 Phone: 702-515-5124 Alice wilson@blm.gov	5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE Cheri Edelman, Assistant City Engineer Department of Public Works 420 N. 4th Street Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807							
6. NAME, ADDRESS & PROGRAM OFFICER Jeremy Brooks, SNPLM Libby White, Assistance Bureau of Land Manage 4701 North Torrey Pines Las Vegas, NV 89130-2 Phone: 702-515-5136	Representative ment - Las Vegas Field Office Drive	7. NAME, ADI DIRECTOR/PF Connie L. Diso Department of 1 731 S. Fourth S Las Vegas, NV Phone: 702-229 cdiso@lasvegas	RINCIPAL II	NVESTIC incer s		ENT'S PRO	DJECT	
8. PROGRAM STATUT SNPLMA, as Amend 10. PROJECT STARTIN Same date as in Bloom	9. ACTION/OBLIGATION DATE Same date as in Block 26 11. PROJECT ENDING DATE Five Years from Block No. 26							
12. TYPE OF RECIPIED state	NT (Check one) STATE CONTROLLED INST.	13. FUNDING	BLM		RECIPIENT	THIRD PARTY	TOTAL	
☐ COUNTY MUNICIPAL	OF HIGHER LEARNING PRIVATE UNIVERSITY	This Obligation	\$3,300,00	0.00	\$0.00	\$0.00	\$3,300,000.00	
TOWNSHIP	INDIAN TRIBE	All Previous Obligations	\$0.00		\$0.00	\$0.00	\$0.00	
INTERSTATE INTERMUNICIPAL	☐ INDIVIDUAL ☐ PROFIT ORGANIZATION	Total Obligations	\$3,300,00	0.00	\$0.00	\$0.00	\$3,300,000.00	
SPECIAL DISTRICT	OTHER DOCKE	Share Ratio	100%	,	0%	0%	100%	
INDEPENDENT SCH DISTRICT	OOL NOT FOR PROFIT ORGANIZATION	14. Recipient is	not subject	o Agency	y Payment Re	view.		
15. ACCOUNTING AI 2006 NV055 411C 585 16. DUNS No. 030381610	ND APPROPRIATION DATA 6IC LV28 17. CFDA No. AND TITLE 15.225 – Recreation Resource Manag	gement			NCIPLE PLA		ERFORMANCE	
19. PROJECT TITLE	estrian Safety Crossing Bridges - (Pric	rity # 6-21. Projec	t #LV28)	*	-			

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION:

Funding to implement the above-named project, in the amount of \$3,300,000.00 was approved by the Secretary of the Interior on February 7, 2006. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Lone Mountain recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Lone Mountain Trail to cross Cheyenne Avenue and Lake Mead Boulevard. The Lone Mountain Trail is an existing project currently funded through SNPLMA from

SEE FOLLOWING PAGES FOR AGREEMENT TERMS & CONDITIONS.

21.NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE)	24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER				
Cheri Edelman, Assistant City Engineer		Alice Wilson, Grants and Agreements Specialist				
22.RECEPIENT	23. DATE SIGNED	25.UNITED STATES OF AMERICA	26. DATE SIGNED			
BY (Signature of Recipient's Authorized Representative)		BY (Signature of BLM's Grants Management Officer)				

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Lone Mtn Trail Pedestrian Safety Crossing Bridges. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Lone Mountain recreational trail separate from vehicle traffic. Two pedestrian bridges are proposed for the existing Lone Mountain Trail to cross Cheyenne Avenue and Lake Mead Boulevard. The Lone Mountain Trail is an existing project currently funded through SNPLMA from Round 3.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Lone Mtn Trail Pedestrian Safety Crossing Bridges.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

- A. The recipient agrees to:
 - 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
 - 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Lone Mtn Trail Pedestrian Safety Crossing Bridges, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

- ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.
- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Status Wanagement Street.				
Name	Alice Wilson			
Title	Agreements Specialist			
Entity	BLM Nevada State Office			
Address	4701 N. Torrey Pines Drive			
City State Zip	Las Vegas, NV 89130			
Phone	702-515-5124			
Fax	702-515-5150			
Email	Alice Wilson@nv.blm.gov			

Program Officer:

Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks			
Title	PTNA Project Specialist			
Entity	BLM SNPLMA Division			
Address	4701 N. Torrey Pines Drive			
City State Zip	Las Vegas, NV 89130			
Phone	702-515-5136			
Fax	702-515-5010			
Email	Jeremy brooks@nv.blm.gov			

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Tallimon and Tallian School				
Name	Patty Braganza			
Title	Financial Analyst			
Entity	City of Las Vegas Department of			
	Finance and Budget			
Address	731 S. Fourth Street			
City State Zip	Las Vegas, NV 89101			
Phone	702-229-6818			
Fax	702-382-8551			
Email	pbranganza@lasvegasnevada.gov			

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1 (April 2006)

United States Department of the Interior

Bureau of Land Management

FINANCIAL ASSISTANCE AGREEMENT

	PAGE 1 OF 12 PAGES
	1. AGREEMENT NO.
	FAA060169
	Priority #6-36; Project # LV29
	2. AMENDMENT NO.
	N/A
i	3.TYPE OF AGREEMENT (Check one)
	GRANT

				N/A				
NOTE: By signing this document, the recipient accepts this agreement	and agrees t	o perform in accordance with all 3.TYPE OF AGREEMENT (Check one)				IENT (Check one)		
the enclosed terms, conditions, and documents attached hereto.			GRANT					
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4. NAME, ADDRESS AND PHONE NO. OF BLM'S	I 5 NAM	IE ADI	DRÉSS ANI) PHON			AUTHORIZED	
GRANTS MANAGEMENT OFFICER		SENTA		J 1 11Q1	DITO. OF RE		i i i i i i i i i i i i i i i i i i i	
Alice Wilson, Grants and Agreements Specialist	1		Assistant C	ity Engi	neer			
Bureau of Land Management - Las Vegas Field Office					ncoi			
4701 North Torrey Pines Drive		Department of Public Works 420 N. 4th Street						
Las Vegas, NV 89130-2301								
Phone: 702-515-5124 Fax: 702-515-5150	Las Vegas, NV 89101 Phone: 702-229-2176 Fax: 702 388-1807							
Alice_wilson@blm.gov	I none.	102-227	-2170	1 ax	102 366-1607			
6. NAME, ADDRESS & PHONE NO. OF BLM"S	7 NAM	E ADI	DECC & D	JONE N	O. OF RECIP	IENITIC DD	TIECT	
PROGRAM OFFICER			INCIPAL I			IENI S FRO	JIEC1	
Jeremy Brooks, SNPLMA Project Specialist			Project Eng		IOATOR			
Libby White, Assistance Representative			Public Work					
Bureau of Land Management - Las Vegas Field Office	731 S. F			.8				
4701 North Torrey Pines Drive	Las Veg			For 5	702 202 0551			
Las Vegas, NV 89130-2301 Phone: 702-515-5136 Fax: 702-515-5010					702-382-8551			
	cuisoa	iasvegas	nevada.gov					
Jeremy_Brooks@blm.gov Libby_white@blm.gov	0 4 677	ONDOR	TICATION	DATE.				
8. PROGRAM STATUTORY AUTHORITY			LIGATION in Block 20					
SNPLMA, as Amended P.L. 105-263								
10. PROJECT STARTING DATE			NDING DA					
Same date as in Block 26			rom Block N					
12. TYPE OF RECIPIENT (Check one)	13. FUN	IDING	INFORMA'	LION				
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19. PROJECT TITLE								
I-215 Beltway Trail Segments - (Priority # 6-36, Project #LV2	0)							
20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIV		IC ACT	TON				···	
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SEE FOLLOWING PAGES FOR AGREEMENT TERMS & C	סוווטאט						1.652.65	
21.NAME & TITLE OF RECIPIENT'S AUTHORIZED				LE OF	BLM GRANTS	MANAGE	MEN'I	
REPRESENTATIVE		OFFIC	CER					
Cheri Edelman, Assistant City Engineer Alice Wils			Wilson, Gra	nts and	Agreements Sp	ecialist		

23. DATE

SIGNED

25.UNITED STATES OF AMERICA

(Signature of BLM's Grants Management Officer)

26. DATE

SIGNED

APPROVED AS TO FORM

Thomas R. Stran 4/9/07

(Signature of Recipient's Authorized Representative)

22.RECEPIENT

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the I-215 Beltway Trail Segments. This project is an inter-jurisdictional effort encompassing trail alignments within the entire extent of the beltway right-of-way. The trail path will generally consist of a ten-foot wide paved area with amenities to include benches, shade structures, and water fountains. The project utilizes existing space within the 215 beltway for a multi-use non-equestrian trail that will connect the City of Las Vegas with both North Las Vegas and Clark County.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the I-215 Beltway Trail Segments.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

A. The recipient agrees to:

- 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
- 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled I-215 Beltway Trail Segments, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.

- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grants Management Giffeer.				
Name	Alice Wilson			
Title	Agreements Specialist			
Entity	BLM Nevada State Office			
Address	4701 N. Torrey Pines Drive			
City State Zip	Las Vegas, NV 89130			
Phone	702-515-5124			
Fax	702-515-5150			
Email	Alice_Wilson@nv.blm.gov			

Program Officer:

Trogram Officer.	
Name	Libby White
Title	Realty Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5141
Fax	702-515-5010
Email	Libby white@nv.blm.gov

Program Officer:

Jeremy Brooks
PTNA Project Specialist
BLM SNPLMA Division
4701 N. Torrey Pines Drive
Las Vegas, NV 89130
702-515-5136
702-515-5010
Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

1 Toject Director/1 Interpar investigator:		
Name	Connie L. Diso	
Title	Project Engineer	
Entity	Department of Public Works	
Address	731 S. Fourth Street	
City State Zip	Las Vegas, NV 89101	
Phone	702-229-2142	
Fax	702-382-8551	
Email	cdiso@lasvegasnevada.gov	

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of
-	Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT

Form 1511-1

(April 2006)

United States Department of the Interior Bureau of Land Management FINANCIAL ASSISTANCE AGREEMENT

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NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER Alice Wilson, Grats and Agreements Specialist Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NY 89130-2301 Phone: 702-515-5124 Fax: 702-515-5150 Alice wilson, BDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER FROM PROBLESS & PHONE NO. OF BLM'S PROGRAM OFFICER Torrey Prosts, SPIPLM Project Specialist Libby White, Assistance Representative Bureau of Land Management - Las Vegas Field Office 4701 North Torrey Pines Drive Las Vegas, NY 89130-2301 Phone: 702-515-5105 FROGRAM OFFICER TOWN PROST AND PROGRAM OFFICER Some date as in Block 26 TO PROGRAM STATITION AUTHORY AUTHORYTY SNELMA, as AMMORED ALL TOWNSEIP STATE OFFICER OFFICER AND PROGRAM OFFICER TOWNSEIP T	NOTE: By signing this document, the recipient accepts this the enclosed terms, conditions, and documents attached here		s to perfor	m in accordar	nce with al	ˈ □ Gi	RANT	MENT (Check one)
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(Signature of Recipient's Authorized Representative) (Signature of BLM's Grants Management Officer)			BY					
	(Signature of Recipient's Authorized Representative)		(Signa	ture of BLN	f's Grants	Managemen	Officer)	

APPROVED AS TO FORM

Thomas R. Green
Deputy City Attorney

Date

I. Statement of Joint Objectives

- A. Purpose. This Agreement is made and entered into by the Department of the Interior, Bureau of Land Management (BLM), Nevada State Office for the Las Vegas Field Office, and City of Las Vegas, through implementation of the Southern Nevada Public Lands Management Act, for the purpose of developing parks, trails and natural areas in Clark and Lincoln County, Nevada.
- B. Objective. Cooporation between the BLM and City of Las Vegas in order to facilitate the construction of the Cultural Corridors Trail Pedestrian Crossing Bridge. This project includes construction of pedestrian overpasses to allow for the uninterrupted flow of pedestrian and bicycle movement along the Cultural Corridor trail separate from vehicle traffic. One pedestrian bridge is proposed for the existing Cultural Corridor Trail to cross North Las Vegas Boulevard. The Cultural Corridor Trail is an existing project currently funded through SNPLMA from Round 5.
- C. Authority. The basis for this Agreement is found on support or stimulation of a public purpose authorized by the Southern Nevada Public Lands Management Act, SNPLMA 1998 (PL105-263): as amended by:
 - 1. Clark County Conservation of Public Land & National Resources Act of 2002, PL 107-282,
 - 2. Department of the Interior and Related Agencies Appropriation Act, 2004, PL 108-108, and
 - 3. Lincoln County Conservation, Recreation, and Development Act of 2004, PL 108-424,
- D. Benefits. The activities to be undertaken, through this Agreement will allow the BLM and City of Las Vegas to work for a common purpose and the following benefits.
 - 1. This Agreement provides for City of Las Vegasthe benefit of a cooperative relationship for the purpose of developing parks, trails and natural areas in Clark County, Nevada.
 - 2. Additionally, this Agreement benefits the public by developing the Cultural Corridors Trail Pedestrian Crossing Bridge.
 - 3. The BLM receives benefit through improvement of Public Lands through the cooperative relationship.

II. Definitions

- A. Agreement: An Agreement is financial assistance provided by the Federal Government that provides support or stimulation to accomplish a public purpose.
- B. Authorized Representative: The Authorized Representative is the individual identified by the recipient and authorized to act for and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to this Agreement.
- C. Bureau of Land Management (BLM): The Federal Government agency responsible for this Agreement. The BLM may also be referred to as Bureau.
- D. City of Las Vegas: The entitiy in receipt of the Federal financial assistance. City of Las Vegas may also be referred to as the recipient, or the City.
- E. Code of Federal Regulations (CFR): A Governmental codification of the permanent rules published in the Federal Register. The CFR is on-line at: http://www.gpoaccess.gov/cfr/index.html.
 - 43 CFR Part 12, Subpart C, referred to in this Agreement, is titled Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- F. Financial Status Report (FSR): The required reporting of all funds for all non-construction projects or programs.
- G. Fiscal Year (FY): The Federal fiscal year begins on October 1 and extends through September 30 of the following calendar year.
- H. Grants Management Officer (GMO): The BLM Agreements Officer authorized to obligate funds, award, amend, terminate, and administer this Agreement.
- I. Nevada Revised Statutes (NRS): On-line at: http://www.leg.state.nv.us
- J. Not-to-Exceed (NTE) Amount: The maximum amount of Federal funding available to the recipient for reimbursement. The amount (including amendments) appears on Page 1 in Block 13 of this Agreement.
- K. Office of Management and Budget (OMB): The OMB issues policy and guidelines to Federal agencies to promote efficiency and uniformity in Government Activities. On-line OMB Circulars (and Standard Forms) are at: www.whitehouse.gov/omb/grants/index.html.
- L. Program Officer (PO): The PO is the BLM representative designated to administer the technical aspect of this Agreement. The PO works closely with the Project Director/Principal Investigator (PD/PI) and to clarify technical requirements, review and approve work within the scope of this Agreement. The PO reviews FSRs, payment request and performance reports, as well as, recommends approval for changes and payments to the GMO. The PO is NOT authorized to issue changes, modifications, or obligate funds on behalf of the BLM in any way.
- M. Project: The term Project refers to the Project title and description identified on Page 1 in Blocks 19 and 20 of this Agreement.
- N. Project Director/Principal Investigator (PD/PI): The PD/PI is the recipient's technical leader, designated by the recipient to oversee and direct the Project. The PD/PI is the point of contact for the PO for issues such as technical requirements and questions regarding work within the scope of the Agreement.
- O. Quarter or Quarterly: This refers to a three (3) month period of time, the first of which begins on the date that appears on Page 1 in Block 26 of this Agreement.
- P. The Southern Nevada Public Lands Management Act (SNPLMA): The Southern Nevada Public Lands Management Act of 1998, as amended, authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark and Lincoln Counties, Nevada, pursuant to a Cooperative Agreement with a local government or regional governmental entity.
- Q. Implementation Agreement (IA): The SNPLMA Implementation Agreement (June 7, 2006), developed by Federal agencies, in coordination with State and local governments, and interested parties, provides specific guidelines for implementing SNPLMA. SNPLMA IA is on line at: http://www.nv.blm.gov/snplma/index.htm.
- R. United States Code (U.S.C.): A consolidated codification of all general and permanent laws of the United States. On-line U.S.C. is at: http://www.access.gpo.gov/uscode/index.html.

III. Project Management Plan

- A. The recipient agrees to:
 - 1. Accomplish the stated objectives of the Project as approved by the Secretary of the Interior or as otherwise modified.
 - 2. Adhere to the policies and procedures identified in the IA.

- 3. Furnish qualified personnel for the coordination, oversight, and performance of objectives for this Project.
- 4. Provide supervision for the Project, to include responsibility for all technical aspects, development, implementation, scheduling, safety, coordination, and other Project needs.
- 5. Make certain necessary permits or environmental clearances are obtained.
- 6. Own and maintain in perpetuity any land, buildings, trails, facilities, or other features improved or constructed, unless a shorter period is specifically stated in a separate project nomination authorized through the approval by the Secretary of the Interior.

B. The BLM agrees to:

- 1. Provide coordination and assistance during all phases of Project development, including, but not limited to providing guidance regarding SNPLMA policies and procedures.
- 2. Conduct Project inspections and meet with Project staff to confirm project progress and assist in achieving objectives for this Project.
- 3. Facilitating and coordinating the processing of funding, to include amendments to this Agreement.
- 4. Adhere to the policies and procedures identified in the IA.
- 5. Recipient's submitted documents are incorporated by reference: Project Proposal entitled Cultural Corridors Trail Pedestrian Crossing Bridge, as approved by the Secretary of the Interior on February 7, 2006, SF 424, Application for Federal Assistance, SF 424A, Budget Information Non-Construction Programs, SF 424B, Assurances Non-Construction Programs, DI-2010 and Appendix B-6 Estimated Necessary Expenses & Key Milestone Dates.

IV. Terms of Agreement

A. This Agreement shall become effective on date signed by the GMO on Page 1, Block 26. This Agreement remains in effect until the date specified on Page 1, Block 11, and will be effective, extensions included, no longer than five years from the effective date, unless extended in accordance with Section IV.B of this Agreement.

The BLM will consider additional funding for the Project during the term of this Agreement provided (a) the recipient shows the BLM that satisfactory progress toward program goals has been achieved, (b) the BLM determines that continuation of the Project is in the best interest of the Government and (c) the availability of funds.

- B. Requests to extend the Project end date shall be submitted by the recipient to the PO no later than 30 calendar days before the Agreement end date. The request shall include the reason for the extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request. Requests to extend the end date for the project will adhere to the policies and procedures stated in the IA, Section X, XI, and Appendix K. Requests for extensions that are received after the expiration date will not be honored.
- C. This Agreement is subject to enforcement if the recipient fails to comply with any terms of this Agreement and may be terminated in whole or in part as specified in 43 CFR 12, Subpart C, Section 12.83 titled Enforcement of 43 CFR 12, Subpart C, Section 12.84 titled Termination for Convenience.

V. Financial Support

A. Funding. Funds provided under this Agreement are 'no-year' funds and are not required to be expended within the same fiscal year appropriated. Therefore, the fund that are not expended within the fiscal year, can be

carried forward and expended in subsequent fiscal years during the term of this Agreement.

- C. Maximum Obligations. The total financial obligation by the BLM is expressed in the NTE on Page 1, Block 13. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that requires the expenditure of Federal funds above the NTE amount.
- D. Cost Sharing. Cost sharing shall be in accordance with 43 CFR 12, Subpart C, Section 12.64 titled Matching and Cost Sharing.
- E. Program Income. Program income generated for this Agreement shall be in accordance with 43 CFR 12, Subpart C, Section 12.65 titled Program Income.

VI. CCR Registration

The recipient shall register and maintain their business information with Dun & Bradstreet and the Central Contractor Registration System.

- A. Dun & Bradstreet Number (D&B) registration or maintenance can be done on line at: http://www.dnb.com or by calling 800-333-0505.
- B. Central Contractor Registration (CCR) registration or maintenance can be done on line at: http://www.ccr.gov.

VII. Payments

- A. As provided in 43 CFR 12, Subpart C, Section 12.61 titled Payment, the recipient is entitled to reimbursement at least quarterly provided the recipient submits:(1) an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the GMO, and (2) a detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information.
- B. Progress Payments: In accordance with the IA, Progress Payment requests for reimbursement packages shall be sent to the address on Page 1, Block 6. The package will contain the documents listed in IA, Appendix H-3 titled Partial Payment/Reimbursement, which is listed below.
 - 1. Cover letter requesting payment and attesting to compliance with the SNPLMA Implementation Agreement, the Assistance Agreement and procurement and other governmental policies applicable to the project (e.g. NEPA, Sec 106 consultation, etc.).
 - 2. Receipts for Direct Costs incurred including Contract invoices paid to date/or final invoice.
 - 3. Status/Progress Report and Inspection Report certifying satisfactory progress to date.
 - 4. Stand Form 270, "Request for Advance or Reimbursement" Must be signed by Authorized Representative of recipient organization (required for requests from State and local governments).
 - 5. Local/Regional Government fiscal records for eligible direct labor, travel, official vehicle use, and other necessary expenses. If not included on fiscal records for direct labor provide the name of the individual(s), role on the project and number of hours requested, and pay rate per hour. Name of traveler, dates and purpose of travel should be provided if not included on fiscal records for travel. For official vehicle use, annotate fiscal records to demonstrate appropriate project use of official vehicles.
 - 6. Project Equipment: (a) identify the equipment and its project function, (b) certify the percent utilized by the project and the time period required by the project, (c) note whether equipment is previously leased, newly leased or purchased, and (d) explain circumstances where purchase resulted in cost saving over leasing. In the case of purchased equipment, the final reimbursement should certify the "per unit fair market value" including the source or method for determining the value and make appropriate deductions

if necessary. In the case of lease equipment, the final reimbursement should certify that the lease has been terminated and/or lease costs transferred to another funding source.

C. Advance payments may be allowed provided the recipient submits a SF 270, Request for Advance or Reimbursement, to the GMO within 30 working days following the transfer of the funds. Advances are limited to the minimum amounts needed. Disbursement of an advance shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the objectives of the Project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

D. Final Reimbursement:

- 1. In addition to the items required for progress payments detailed above in Section B, the following shall also be submitted with requests for final reimbursement.
 - a. City of Las Vegas Final Inspection/Acceptance Report.
 - b. Contractor and, if appropriate Subcontractor, notice of completion.
- 2. Following final payment, any remaining funds not expended will be de-obligated bilaterally by the GMO and the PD/PI.

E. Methods of Payment

- 1. Electronic Funds Transfer Payments
 - a. Payment under this Agreement may be made by electronic funds transfer (EFT) through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH).
 - b. The Recipient shall designate a financial institution for receipt of EFT payments (SF-3881), after receipt of this Agreement, but no later than 14 calendar days before submitting an invoice or Agreement financing request to the BLM. This designation shall be to the following address:

Bureau of Land Management National Business Center, BC-630 Denver Federal Center, Bldg. 50 PO Box 25047 Denver, CO 80225-0047

- c. Completing another SF-3881 is not necessary if a designation has been submitted to the BLM under a previous Agreement; unless the recipient has changed its designation of financial institution.
- 2. A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.
 - a. Payments under this Agreement may be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.
 - b. Recipient enrollment in ASAP is accomplished in one of the two following ways:
 - i. Recipients already participating with another Federal agency need only complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form.

ii. Recipients not currently enrolled in the ASAP system shall complete the ASAP Participation Request form and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete the forms provided with the handbook and return them to the Department of the Treasury. The recipient will receive the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

- iii. The GMO will create an ASAP Account ID unique to this Agreement once the recipient has an ASAP Requestor ID. The first nine characters will be the Agreement number, Page 1, Block 1 of this Agreement. The remaining three characters will identify BLM funding line items.
- 3. The recipient is required to complete the payment documentation as described in this Agreement regardless of payment type (EFT or ASAP). Failure to submit payment documentation at time of drawdown may result in the BLM placing the recipient on agency review prior to release of funds using the ASAP system.
- 4. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the GMO no later than 15 business days after the end of each quarter.

VIII. Property Management and Disposition

- A. Any BLM furnished property used or other property acquired in meeting the objectives for this Project, including intangible property, such as copyrights and patents, are governed by 43 CFR 12, Subpart C, Section 12.71 titled Real Property, Section 12.72 titled Equipment, Section 12.73 titled Supplies, and Section 12.74 titled Copyrights.
- B. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under this Agreement, and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IX. Deliverables and Reports

- A. Financial Status Reports: The recipient shall submit to the address on Page 1, Block 6, a completed original and one copy of the bi-annual FSR, the SF 269A, Financial Status Report (Short Form), to report the status of outlays and program income on a cash basis for this Agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The bi-annual report(s) are due no later than 30 calendar days after the end of each period.
- B. Final Financial Status Reports: An original and one copy of the final FSR is due to the address on Page 1, Block 6 no later than 90 calendar days after the expiration or termination of this Agreement.
- C. The recipient's Authorized Representative's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in the Agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

- D. Quarterly Performance Reports: The recipient shall submit to the address on Page 1, Block 6, an original and one copy of the quarterly performance report(s) within 30 calendar days after the end of each quarterly period. The performance report shall be prepared in accordance with 43 CFR 12, Subpart C, Section 12.80 titled Monitoring and Reporting Program Performance. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of work completed, the explanation for any slippage if objectives or milestones are not met, a prediction of future activities and how objectives will be accomplished, a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided together with favorable developments that enable time schedules to be met.
- E. The fourth quarter performance report will be replaced by an annual program performance report. The annual program performance report shall be submitted at the end of each calendar year of the Agreement. An original and one copy shall be submitted to the address on Page 1, Block 6 no later than 90 calendar days following the end of each calendar year of the Agreement. Copies of this report may be required to be included with any application for continuing support of the Agreement.
- F. An original and one copy of the final program performance report shall be submitted to the address on Page 1, Block 6, no later than 90 calendar days following the expiration or termination of the Agreement.
- G. Non-compliance: Failure to comply with reporting requirements contained in this Agreement can be considered a material non-compliance with the terms and conditions of the Federal financial assistance. Such non-compliance can result in withholding of future payments, suspension or termination of the Agreement, recovery of funds paid under the Agreement, and withholding of future Federal financial assistance.

X. Key Officials

The individuals listed below are considered to be 'key officials'; essential to coordination and communication between the parties and the work being performed. Either party may designate an alternate to act in the place of the designated key official upon written notice to the GMO and the recipient's Authorized Representative.

Bureau of Land Management

Grants Management Officer:

Grants Manager	Helit Officer.
Name	Alice Wilson
Title	Agreements Specialist
Entity	BLM Nevada State Office
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5124
Fax	702-515-5150
Email	Alice Wilson@nv.blm.gov

Program Officer:

Libby White
Realty Specialist
BLM SNPLMA Division
4701 N. Torrey Pines Drive
Las Vegas, NV 89130
702-515-5141
702-515-5010
Libby_white@nv.blm.gov

Program Officer:

Name	Jeremy Brooks
Title	PTNA Project Specialist
Entity	BLM SNPLMA Division
Address	4701 N. Torrey Pines Drive
City State Zip	Las Vegas, NV 89130
Phone	702-515-5136
Fax	702-515-5010
Email	Jeremy_brooks@nv.blm.gov

City of Las Vegas

Authorized Representative:

Name	Cheri Edleman
Title	Assistant City Engineer
Entity	Department of Public Works
Address	420 N. 4th Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2176
Fax	702 388-1807

Project Director/Principal Investigator:

Name	Connie L. Diso
Title	Project Engineer
Entity	Department of Public Works
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-2142
Fax	702-382-8551
Email	cdiso@lasvegasnevada.gov

Administrative/Billing Contact:

Name	Patty Braganza
Title	Financial Analyst
Entity	City of Las Vegas Department of
_	Finance and Budget
Address	731 S. Fourth Street
City State Zip	Las Vegas, NV 89101
Phone	702-229-6818
Fax	702-382-8551
Email	pbranganza@lasvegasnevada.gov

XI. Special Terms and Conditions

- A. Order of Precedence. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) 43 CFR Part 12 (2) OMB Circulars and Treasury regulations (3) Agreement sections, documents, exhibits, and attachments (4) the SNPLMA IA (5) and the recipient's project proposal.
- B. Amendments. As allowed by 43 CFR Part 12, Subpart 12.70 titled Changes, this Agreement may be changed through a bilateral amendment prepared by the GMO and signed by the recipient's PD/PI and the GMO. Changes to the Agreement that are administrative in nature may be unilaterally signed by the GMO. An administrative change does not affect the substantive rights of the parties; for example, a change in the pay office. No oral statement made by any person, or written statement by any person other than the GMO, shall be considered to amend or otherwise effect the terms of this Agreement.

Any requests for amendment to the Agreement shall be made in writing. The request shall include a full description of the reason for the amendment. The request shall be sent to the address on Page 1, Block 6. Requests to amend the Project scope, extend the project end date or to provide follow-on funding for continuation of the Project will require advanced approval of the SNPLMA Executive Committee.

- C. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.
- D. Audit Requirements. As specified in 43 CFR 12, Subpart C, Section 12.66 titled Non-federal audit, recipients are responsible for obtaining audits. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional information on single audits is available from the Federal Audit Clearinghouse at: http://harvester.census.gov/sac.
- E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this Agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.
- F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for its general benefit.
- G. Deposit of Publications. Two (2) copies of each applicable publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior Natural Resources Library Interior Service Center Gifts and Exchanges Section 1849 C Street, N.W. Washington, D.C. 20240 A. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of the Agreement, referred to here as the 'award'.

Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. This Agreement incorporates by reference the 'Standard Award Terms and Conditions', Department of the Interior, with full force and effect as though set fourth in full text.

These terms and conditions are located at: http://www.doi.gov/pam/TermsandConditions.html. The GMO will provide a full text copy to the recipient upon request.

- B. The BLM assumes no liability for any actions or activities conducted under this Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 2680, as amended by P.L. 89-506, 80 Stat. 306].
- C. The recipient shall maintain comprehensive liability coverage for bodily injury and property damage as provided for by NRS 41.038 and NRS 334.060. In addition, the recipient shall maintain coverage for its employees or volunteers in accordance with NRS Chapter 616 A. BLM acknowledges that recipients liability is limited by NRS 41.0305 through NRS 41.035.
- D. The BLM has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. Compliance with Buy American Act.
 - 1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 - 2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, titled Buy American Requirements for Assistance Programs.
- F. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- G. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs or any other content of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a Local government, or to a federally recognized Indian tribal government.

- H. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12 Subpart C, Section 12.82 titled Retention and access requirements for records.
- I. Increasing Seat Belt Use. Recipients of grants/cooperative Agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

END OF AGREEMENT